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GOVERNMENT GAZETTE

BOLETIM OFICIAL

SUPPLEMENT

(SUPLEMENTO)

GOVERNMENT OF GOA, DAMAN
AND DIU

Finance (Revenue) Department

Office of the Commissioner of Excise

Notice

It is hereby announced on behalf of the President of India that on 10th December, 1969 at 3.30 p.m. in the Office of the Commissioner of Excise, Panaji, before a Committee consisting of the Commissioner of Excise, Assistant Commissioner of Excise and Excise Officer at Panaji, the Distillery installations with enclosures, warehouses, sheds, equipment, casks, vessels, instruments and other items for distillation situated at Daman and Diu belonging to the Government shall be leased on rent for the purpose of manufacture of country liquor by tenders, under the following conditions:

1. The bidders shall be Indian citizens and shall present the tenders addressed to the President of India in sealed covers on the aforesaid day at any time between 10 a.m. to 1 p.m. and 2 p.m. to 3 p.m. After the expiry of this time limit no tender shall be accepted.
2. The tender shall be written in any of the following languages: English, Marathi, Konkani or Gujarathi according to specimen given below and shall be accompanied by the document regarding deposit of the amount mentioned in condition 3 and necessary document proving his Indian citizenship.

To
The President of India,
Through the Commissioner of Excise, Panaji.
Sir,

I, Shri ... (name, birthplace, profession and domicile) son of ... offer to take on lease the Distillery installations, at ... and (delete whichever not applicable) for the purpose of manufacture of country liquor, on rent to which refers the notice of the Office of the Commissioner of Excise published in the Government Gazette, Series ... No. ... dated ... according to the conditions therein mentioned for the following bidding prices:

For the lease of Distillery installations at Daman district: Rs. ... (in words) per year.

For the lease of Distillery installations at Diu district: Rs. ... (in words) per year.

I have deposited the earnest money of Rs. ... in the treasury/sub-treasury/State Bank of India/Bank of Saurashtra and the chalan thereof is enclosed herewith.

Yours faithfully,

(Signature of bidder)

The cover containing the tender shall bear the following words:

«Tender for the lease of the Distillery installations at Daman/Diu on rent for the purpose of manufacture of country liquor».

3. The bidders shall deposit by a separate chalan for each distillery installations the earnest money in the respective treasury/sub-treasury/State Bank of India/Bank of Saurashtra, as under:

For the distillery installations at Daman district: Rs. 3,000/-.

For the distillery installations at Diu district: Rs. 2,000/-.

4. The intending tenderers may also inspect the installations and other appurtenances at Daman and Diu after giving due notice in writing to the Inspector of Excise at Daman and Diu.

5. After the expiry of the time limit referred to in condition 1, the tenders shall be opened on the same day in the presence of the aforesaid Committee, and such tenderers as are present, and the adjudication shall be made to the bidder whose offer is the highest in respect of each distillery installations. The highest bid will ordinarily be accepted for each of the distillery installations at Daman and Diu but the Government reserves the right to reject the tender without assigning any reason therefor.

6. When there are two or more tenders with equal highest bid, a verbal bidding among the said tenderers shall be opened.

7. The successful bidder to whom the adjudication is made, shall have to add within 24 hours from the day of receipt of the intimation by him conveying the acceptance of the bid by the Government to the deposit referred to in condition 3, such amount as to cover up ¼ of the bidding price per year as security deposit.

1) The breach of the last preceding condition shall make the tenderer forfeit the earnest money paid to the Government under the condition 3.

8. After the deposit referred to in condition 7 having been made, the successful bidder shall execute the contract according to the conditions mentioned in the notice within a period not exceeding fifteen days from the date of such deposit.

9. The leaseholder shall also forfeit the amount of the deposit referred to in condition 7 to the Government if after adjudication the respective contract is not signed by him.

10. The earnest money shall be refunded to the unsuccessful bidders.

Conditions for grant of lease

The following are the conditions for the grant of lease of the Distillery installations at Daman and Diu for the purpose of manufacture of country liquor.

1. The lease for distillation of country liquor in the districts of Daman and/or Diu using the distillery installations and other material which the Government possesses at Banselor in Daman and at Diu shall be for a period of three years beginning from the date on which the contract comes into force.

2. The Government reserves the right to cancel the lease at any time with one month's prior notice to the leaseholder if prohibition is enforced in Daman and/or Diu in which case the leaseholder shall have no right to claim any compensation from the Government.

3. The leaseholder shall have to pay the amount of the yearly rent of Rs. ... in relation to district of Daman and/or Rs. ... in relation to district of Diu in 12 equal monthly instalments, into the State Bank of India/Bank of Saurashtra/Sub-Treasury of the respective district, being the first instalment on the day next to the day on which the contract comes into force and the remaining on the first day of every month thereafter. Such payment of instalments shall be made by chalan under the Government Budget Head The leaseholder shall be permitted to pay the monthly instalment till the end of the next following month provided he pays the interest at the rate of 2% per month for late payment of instalment from the date on which it is due till the date of the late payment.

4. The Distillery installations with its enclosures, employee's houses, warehouses, sheds, water supply system and also equipment, casks, vessels, instruments, and other items for distillation belonging to the Government and existing in the district of Daman and/or Diu shall be at the disposal of leaseholder and he will be responsible for any misuse, breakage or loss of the articles. The decision of the Commissioner of Excise, Panaji, in this behalf shall be final.

5. The leaseholder is bound to:

i) take necessary care to keep the buildings, warehouses, outbuildings of the installations clean and in good condition and at his own expense shall carry out the repairs and tinning of the copper casks and shall keep the stills clean, and

ii) hand over the charge of the Distillery installations in the same condition and order at which they were at the commencement of lease, immediately after the expiration of the period of this lease or its rescission under the condition 2 and/or 11.

6. The water supply system, equipment, casks, vessels, instruments and other items referred to in condition 4 and also the parts of the same material which by repeated use become unserviceable and cannot be repaired, shall be replaced at the expense of the leaseholder. The decision of Commissioner of Excise, Panaji, regarding unserviceableness and being not fit for repair of all or any of the above articles shall be final.

7. The leaseholder can mount at his expense, in the installations any equipment of distillation and use the casks or vessels belonging to him but the resulting cost shall not be borne by the Government. The Government reserves the right to buy at the end of the contract or its rescission, the said

equipment and casks for the price fixed by the Commissioner of Excise, Panaji as an arbitrator.

8. The security deposit of Rs.... made in the Treasury/State Bank of India under condition 7 of the notice represents the guarantee of the contract and the same shall be refunded to the leaseholder if it is not forfeited to the Government for breach of any of the conditions of the contract.

9. The leaseholder shall not sublet or transfer the installations or any part of the enclosures and items belonging to the Government or his right to manufacture country liquor without previous authorisation in writing from the Government.

10. The leaseholder shall be subject to the payment of the liquidated damages to the Government at the following rates, in the event of any breach of the conditions of the contract:

(i) 2% of the rent of the lease shall be paid in the event of the rescission of the contract except when the contract is rescinded under condition 2 above, and

(ii) Rs. 30/- at each time in the event of contravention of condition 5.

11. (i) Any of the following facts are sufficient causes for the rescission of the contract of the leaseholder without formalities other than a mere notice to him and without any right to claim for compensation from the Government:

- a) Failure to pay any instalment within the fixed time-limit, or
- b) Repetition of the breach of any of the conditions of the contract, or
- c) Refusal to comply with any of the obligations imposed under the contract.

(ii) In the event of the rescission, of the contract for any of the abovementioned causes, the leaseholder besides forfeiting to the Government the security deposit referred to in condition 7 of the notice shall also forfeit all his property that exists in the Distillery installations or any place belonging to the leaseholder or his agents without prejudice to any civil or criminal proceedings which may result from the rescission.

12. The leaseholder without prejudice to the provisions of the Gur (Regulation of Use) Amendment Order 1968 and of the Gur (Regulation of Use) Second Amendment Order 1968 shall not make use of Gur for the purpose of manufacturing country liquor till the Gur (Regulation of Use) Order dated 3-4-1968 of Government of India, Ministry of Food and Agriculture, remains in force or any other material use of which may be prohibited by Government.

13. The leaseholder shall observe the provisions of the Excise Duty Act, 1964 and the Rules made thereunder as well as the amendments made and to be made in the Act and the Rules from time to time.

14. The strength of country liquor produced by the leaseholder shall not exceed 25 under proof.

15. The wholesale prices of country liquor to be manufactured by the leaseholder shall be fixed by the Commissioner of Excise, Panaji from time to time.

16. In the event of any question, dispute or difference arising under or out of or in connection with the conditions herein contained or touching or concerning the meaning, operation or effect thereof or any matter contained therein or as to the rights, duties and liabilities of the parties hereto respectively or otherwise howsoever in connection with this lease, the same shall be referred to the sole arbitration of a person to be nominated by the Lieutenant Governor of Goa, Daman and Diu. There will be no objection to any such appointment that the person appointed is a Government servant, and that in the course of his duties as such Government servant has expressed his views on any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and the provisions of the Indian Arbitration Act, 1940 for the time being in force shall apply to the proceedings of arbitration.

Panaji, 8th September, 1969. — The Commissioner of Excise, Carmo de Noronha.